

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

DAVID MOSER and RICHARD ADAMS,)
Individually and On Behalf of All)
Similarly Situated Persons,)

Plaintiffs,)

v.)

Case No. 2:24-cv-04058-WJE

CLUB CAR WASH OPERATING, LLC)
and ROLAND S. BARTELS,)

Defendants.)

ORDER

Before the Court is Plaintiffs' Unopposed Motion to Approve Settlement Agreement. (Doc. 29). All defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement (Doc. 29-1). The Court, being duly advised of the premises, having reviewed the record and the Parties' settlement agreement, grants said motion. Accordingly, it is hereby ORDERED:

1. Plaintiffs' Unopposed Motion to Approve Settlement Agreement (Doc. 29) is GRANTED.

2. The proposed Settlement Agreement (Doc. 29-1) is APPROVED as fair and reasonable in all respects.

3. The Court conditionally certifies the Collective pursuant to § 216 of the Fair Labor Standards Act, 29 U.S.C. § 203, *et seq.*, which is defined as follows:

All persons nationwide who are employed or were previously employed by Club as Maintenance Technicians at any time from April 17, 2021, until the date the Court approves the Settlement.

4. The Court approves both the "Notice of Collective Action Settlement" attached to the Settlement Agreement as Exhibit 1-A (Doc. 29-1 at 18-20) and the Consent to Join/Claim

Form, attached to the Settlement Agreement as Exhibit 1-B (Doc. 29-1 at 22).

5. The Court approves the requested Representative Service Awards to Plaintiffs David Moser and Richard Adams.

6. The Court approves the requested Attorneys' Fees in the amount of \$200,000.00 and Costs in the amount of \$4,858.00.

7. The Court appoints ILYM Group, Inc. as the Settlement Administrator and approves Settlement Administration Costs estimated to be \$7,913.17.

8. The Parties shall comply with the terms of the Settlement Agreement (Doc. 29-1), which terms are incorporated herein by reference.

9. This Action is DISMISSED with prejudice with the right to reinstate to enforce the terms of the Settlement Agreement. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

10. The Court retains jurisdiction to enforce the Settlement Agreement.

IT IS SO ORDERED.

Dated this 18th day of December 2024, at Jefferson City, Missouri.

Willie J. Epps, Jr.

Willie J. Epps, Jr.
Chief United States Magistrate Judge